

**Data Processing Agreement**  
**(for Lotame Data Marketplace Buyer - Managed Service Agreement)**

This Data Processing Agreement (this “DPA”) is entered into between Lotame Solutions, Inc. (“**Lotame**”) and the entity identified as the Customer in the Agreement and forms a part of and is incorporated by reference into the Agreement. This DPA memorializes the parties’ agreement regarding the Processing of Personal Data (defined in the Agreement) under Applicable Data Protection and Privacy Laws.

The parties agree to comply with the following provisions with respect to the Processing of Personal Data, each acting reasonably and in good faith.

**1. Definitions.** Capitalized words used but not defined in this DPA have the meanings given in the Agreement.

“**Agreement**” means the Lotame Data Marketplace Buyer - Managed Service Agreement between Lotame and Customer.

“**Applicable Data Protection and Privacy Law**” means a Data Protection and Privacy Law that is applicable to the Processing of Lotame Data.

“**DPA Schedules**” means the schedules for any Applicable Data Protection and Privacy Laws available at <https://www.lotame.com/privacy/dpas/dpa-dmbms/>, which include additional requirements applicable to the Processing of Lotame Data by the parties under Applicable Data Protection and Privacy Laws.

~~“**Lotame Data**” has the meaning set forth in the Agreement.~~

“**Security Incident**” means a breach of Lotame’s security leading to the unauthorized disclosure of, or access to, Customer Data.

~~“**Supervisory Authority**” means a governmental agency that can regulate or investigate a party under any law or an independent public authority that is established by or pursuant to an Applicable Data Protection and Privacy Law to regulate and enforce that law.~~

“**User Rights Request**” means a request from a User to exercise rights provided to them under an Applicable Data Protection and Privacy Law.

~~“**Vendor**” means an agent, vendor, contractor, or subcontractor of Customer that Processes Lotame Data for or at the direction of Customer.~~

**2. Contractual Relationship between Customer and Lotame.** Upon the signing of this DPA by both parties this DPA will become legally binding between Customer and Lotame as of the effective date of the Agreement. ~~This DPA is not a binding agreement between Lotame and any third-party with which you may transfer, share, or otherwise Lotame Data.~~ Except as expressly stated in this DPA, this DPA does not modify or replace any obligations contained in the Agreement.

**3. Incorporation of DPA Schedules.** A DPA Schedule for an Applicable Data Protection and Privacy Law will be incorporated by reference into this DPA *only when* Lotame Data is or includes Personal Data subject to that Applicable Data Protection and Privacy Law. ~~DPA Schedules are not incorporated into this DPA and are not applicable if~~ Lotame Data is not or does not include any Personal Data subject to an Applicable Data Protection and Privacy Law, ~~then the DPA Schedule for that Applicable Data Protection and Privacy Law is not applicable and will not be incorporated into this DPA.~~

**3.4. Processing of Lotame Data.**

~~3.14.1~~ **Generally.** Lotame, with respect to its Processing related to the provision of Lotame Data to Customer, and Customer, with respect to its Processing of Lotame Data received under the Agreement, shall comply with all Applicable Data Protection and Privacy Laws, this DPA, and the DPA Schedules for the Applicable Data Protection and Privacy Laws.

~~3.24.2~~ **Notices and Consents.** When required under an Applicable Data Protection and Privacy Law, Lotame will contractually require that its licensors of Lotame Data: (a) disclose to Users the purposes for the Processing of their Personal Data and (b) obtain Users’ consent to the Processing of their Personal Data by Lotame and Customer for the purposes contemplated by the Agreement. Lotame’s Services Privacy Notice related to its Processing of Lotame Data is located at <https://www.lotame.com/privacy/privacy-notices/services/>.

~~3.34.3~~ **User Rights Requests.** For any User Rights Requests related to Lotame Data that Customer directly receives, ~~Customer will forward the User Rights Request to Lotame and~~ Lotame will assist Customer in fulfilling Customer’s obligations, if any, under Applicable Data Protection and Privacy Laws to respond to the User Rights Request. ~~If Customer receives a User Rights Request that specifically references Lotame, Customer shall promptly forward the User Rights Request to Lotame and assist Lotame in fulfilling Lotame’s~~

obligations under Applicable Data Protection and Privacy Laws to respond to the User Rights Request. Lotame may make an API or other mechanism available to Customer for the submission of User Rights Requests.

**4.4 Security.** Customer shall (and shall require its Vendors) employ appropriate physical, technical and organizational measures to protect against a Security Incident in accordance with industry standards, the requirements in Applicable Data Protection and Privacy Laws, and any applicable DPA Schedule (“Security Measures”). Customer shall audit the adequacy of its Security Measures, including its Vendors, at least annually. This audit: (a) will be performed according to ISO/IEC 27001:2013 standards or such other alternative standards that are substantially equivalent to ISO/IEC 27001:2013; (b) will be performed by independent third-party security professionals; and (c) will result in the generation of an audit report (“Report”), which will be Customer’s Confidential Information.

**4.5 Security Incident Notification.** If Customer has determined that a Security Incident has occurred, Customer shall (1) notify Lotame of the Security Incident without undue delay but no later than the timeframes set forth in an Applicable Data Protection and Privacy Laws, and (2) promptly take appropriate measures to address the Security Incident, including measures to mitigate any adverse effects resulting from the Security Incident in accordance with its established procedures. Customer’s obligation to report a Security Incident under this section is not and will not be construed as an acknowledgement by Customer of any fault or liability with respect to the Security Incident. Customer will cooperate with and provide reasonable assistance to Lotame by including in the notification such information about the Security Incident as Customer is able to disclose to enable Lotame to notify Supervisory Authorities or its customers (as applicable) of the Security Incident as may be required under an Applicable Data Protection and Privacy Law, taking into account the information available to Customer, and any restrictions on disclosing the information related to the Security Incident. Notification of Security Incidents will be delivered to Lotame at [privacy@lotame.com](mailto:privacy@lotame.com) and to Customer at the Data Protection/Privacy Contact identified in the Agreement via email. It is each party’s sole responsibility to ensure it maintains accurate contact information at all times. Lotame is solely responsible for complying with incident notification laws applicable to Lotame and fulfilling any third-party notification obligations related to any Security Incident (for example, to its customers).

**5. Audits to Verify Compliance with this DPA.** At Lotame’s written request, and provided that the parties have an effective non-disclosure or confidentiality agreement in place, Customer will provide Lotame with (1) a copy of the Report referenced in Section 4.4 so that Lotame can verify Lotame’s compliance with its obligations under this DPA and (2) any other documents and information Lotame deems necessary to demonstrate Customer’s compliance with its obligations set forth in this DPA. Lotame will not request any audit more than once in a 12-month period. Except for audits conducted at Customer’s premises or physical facilities, Lotame shall provide Lotame with no less than 30 days’ prior notice before commencing an audit. Audits may be conducted at Customer’s premises or physical facilities only when an Applicable Data Protection and Privacy Law allows for such in-person audits, and in such a case, Lotame shall provide Customer with no less than 45 days’ prior notice, carry out the audit only during Customer’s standard business hours, and cause minimal disruption to Customer’s operations. Under no circumstances will Customer provide Lotame or its auditor with access to any facilities of its Vendors, or any information that, in Customer’s reasonable opinion, would not assist Lotame in verifying Customer’s compliance with its obligations under this DPA or that could: (1) compromise the security of Customer’s systems or premises; or (2) cause Customer to breach its obligations under Applicable Data Protection and Privacy Laws, or (3) its security and/or privacy obligations to any third party.

**6. Impact Assessments.** Upon a party’s request: (1) the other Party shall provide the requesting party with reasonable cooperation and assistance needed for the requesting party to fulfil its obligations under any Applicable Data Protection and Privacy Law to complete any required impact assessments related to the Processing of Lotame Data, to the extent the requesting party does not otherwise have access to the relevant information, and to the extent such information is available to the other party and (2) the other party shall provide reasonable assistance to the requesting party for any inquiry or investigation by a Supervisory Authority related to a party’s performance under the Agreement or this DPA.

**4.7. Training; Confidentiality.** Lotame. Customer shall ensure that its personnel engaged in the Processing of Customer/Lotame Data have received appropriate training regarding the access, use and treatment of Personal Data under Applicable Data Protection and Privacy Laws and have executed written confidentiality agreements governing the access, use and treatment of Customer Data.

**5.8. Data Protection/Privacy Point of Contact.** Lotame’s employee responsible for handling any inquiries related to this DPA or Applicable Data Protection and Privacy Laws may be reached at [privacy@lotame.com](mailto:privacy@lotame.com). Customer’s data protection officer/privacy point of contact is stated in the Agreement.

**6.9. Duration and Termination of this DPA.** This DPA will continue in force until the later of (i) the termination of all Agreements into which it is incorporated and (ii) Customer is no longer Processing Lotame Data. Customer will delete Lotame Data no later than 6 months after the termination or expiration of the Agreement unless a longer retention period is required by law, in which case Customer may continue to Process Lotame Data no longer than the applicable law requires.

**7.10. Previous DPAs; Conflict.** This DPA cancels any previous data processing agreements or addendums that may have been attached to or entered into under the Agreement by the parties. Except as supplemented by this DPA, the Agreement is not modified. If there is a conflict between the Agreement, this DPA and a DPA Schedule, this DPA will control over the Agreement, and an applicable DPA Schedule will control over this DPA and the Agreement.